

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1 6</div>	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 16-Mar-2001		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY VBURG CONSOL CONTRACTING OFC 4155 CLAY ST VICKSBURG MS 39183-3435		CODE DACW38		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center;">See Item 6</div>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACW38-01-B-0017	
				X		9B. DATED (SEE ITEM 11) 26-Feb-2001	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D.OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Reference is made to Solicitation No. DACW38-01-B-0017 for Louisiana State Penitentiary Levee, Levee Enlargement and Berms, Item 3 with a scheduled bid opening date of 27 March 2001 at 1400 hrs. Subject IFB is amended as follows: SECTION 00100, BIDDING SCHEDULED/INSTRUCTIONS TO BIDDERS: Pages 13 through 17 are replaced with revised pages 13 though 17 SECTION 01000, GENERAL CONTRACT REQUIREMENTS: is replaced in its entirety. SECTION 00800, SPECIAL CONTRACT REQUIREMENTS: is replaced in its entirety. Pages revised by this amendment have the notation "REVISED BY AMENDMENT 0001" at the bottom of the page. Text added by this amendment is in bold characters.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED	

Estimates of the quantities involved in certain items of work for which bids are being solicited on a lump sum or job basis have been made for the use of the Government. The quantity estimates are available at <http://www.mvk.usace.army.mil/contract/>. It is to be expressly understood that the accuracy of these estimates is in no way warranted and that the furnishing of this information to a bidder will not relieve him of his responsibility to estimate the quantities involved. It is further to be expressly understood that in no case will such estimates be used as a basis of a claim against the Government.

52.000-4112 VALUE ENGINEERING

Special attention is invited to Contract Clause entitled VALUE ENGINEERING - CONSTRUCTION. The Vicksburg District policy to authorize immediate payment to contractors for their portion of VECP savings is an important step in providing adequate incentives to contractors for their support of this program. Carefully review the contract documents for potential savings and submit ideas promptly upon award to maximize savings.

52.000-4114 NOTICE REGARDING PAYMENT TERMS UNDER THIS CONTRACT

Attention is directed to the Contract Clause entitled PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (APR 1989), which is a part of this solicitation and which will govern payment procedures under the resultant contract. The "due date" provisions of this clause may result in an altered payment cycle from that experienced on contracts not subject to this clause.

52.000-4155 INFORMATION CONCERNING THIS SOLICITATION

Information concerning this solicitation may be obtained by writing the District Engineer, U. S. Army Engineer District, Vicksburg, ATTN: CEMVK-CT-C, 4155 Clay Street, Vicksburg, Mississippi 39183-3435, or by calling **Robin Green** (at your expense) at the above address, telephone **(601)631-7266. COLLECT TELEPHONE CALLS WILL NOT BE ACCEPTED.**

52.000-4193 AUTHORITY & APPROPRIATION INFORMATION

PROGRAM DATA

AUTHORITY: Water Resources Development Acts of 1986 and 1990, Current Year Program PB-2a, dated 6 Nov 00, page 2 of 9, line 8

APPROPRIATION: 96X3112, Construction General W42HEM-1030-0744

52.000-4218 SETS OF DRAWINGS

Sets of drawings and specifications will be available on the Vicksburg Consolidated Contracting Office Web Page at <http://www.mvk.usace.army.mil/contract/> and on compact disc at no charge. Hardcopies will not be available. Requests for compact disc should be sent to: Vicksburg Consolidated Contracting Office, 4155 Clay Street, Vicksburg, Mississippi 39183-3435.

52.000-4276 INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE, AND BONDS.

a. Specifications, Invitation No. **DACW38-01-B-0017**, Bidding Schedule, Plant and Equipment Schedule, drawings listed in Special Contract Requirements entitled "CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS," Construction Contract Clauses, and Wage Determination Decisions No. **LA010049**, of the Secretary of Labor, are parts of this Invitation.

b. (1) An offeror (bidder) electing to use individual sureties for either bid guarantees or performance and payment bonds must submit, concurrently with the bonds and required affidavits, a statement of both the business

and personal names of the persons and/or brokerages firms through whom the bonds or the guarantees were obtained, together with the address and telephone number of the persons and/or brokerage firms.

(2) Offerors or bidders should note that some individual sureties and brokers of individual sureties have been debarred or suspended from offering themselves or others as sureties to the Government. Offerors or bidders are responsible for ascertaining the current status of their sureties and brokers.

(3) Failure to provide the required information or the submission of bid guarantees obtained from debarred or suspended sureties or brokers may cause rejection of the offer (bid).

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)—EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

- (c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.
(End of statement)

General Decision Number LA010049

General Decision Number LA010049 Superseded General Decision No. LA000049

State: Louisiana

Construction Type:

FLOOD CONTROL

County(ies):

ACADIA	EVANGELINE	RICHLAND
ALLEN	FRANKLIN	SABINE
ASCENSION	GRANT	ST HELENA
ASSUMPTION	IBERIA	ST LANDRY
AVOYELLES	IBERVILLE	ST MARTIN
BEAUREGARD	JACKSON	ST MARY
BIENVILLE	JEFFERSON DAVIS	TANGIPAHOA
BOSSIER	LA SALLE	TENSAS
CADDO	LAFAYETTE	TERREBONNE
CALCASIEU	LAFOURCHE	UNION
CALDWELL	LINCOLN	VERMILION
CAMERON	LIVINGSTON	VERNON
CATAHOULA	MADISON	WASHINGTON
CLAIBORNE	MOREHOUSE	WEBSTER
CONCORDIA	NATCHITOCHES	WEST BATON ROUGE
DE SOTO	OUACHITA	WEST CARROLL
EAST BATON ROUGE	POINTE COUPEE	WEST FELICIANA
EAST CARROLL	RAPIDES	WINN
EAST FELICIANA	RED RIVER	

*RIVER, HARBOR AND FLOOD CONTROL PROJECTS

FOR CONSTRUCTION OF ALL RIVER, HARBOR AND FLOOD CONTROL WORK ON

THE MISSISSIPPI RIVER AND TRIBUTARIES - (EXCLUDING ANY CONTRACTS
FOR ANY PHASE OF CONSTRUCTION OF A LOCK AND DAM)
NOT INCLUDING THE METROPOLITAN AREAS OF ALEXANDRIA, BATON ROUGE,
NEW ORLEANS, MONROE AND SHREVEPORT

Modification Number Publication Date

0 03/02/2001

COUNTY(ies):

ACADIA	EVANGELINE	RICHLAND
ALLEN	FRANKLIN	SABINE
ASCENSION	GRANT	ST HELENA
ASSUMPTION	IBERIA	ST LANDRY
AVOUELLES	IBERVILLE	ST MARTIN
BEAUREGARD	JACKSON	ST MARY
BIENVILLE	JEFFERSON DAVIS	TANGIPAHOA
BOSSIER	LA SALLE	TENSAS
CADDO	LAFAYETTE	TERREBONNE
CALCASIEU	LAFOURCHE	UNION
CALDWELL	LINCOLN	VERMILION
CAMERON	LIVINGSTON	VERNON
CATAHOULA	MADISON	WASHINGTON
CLAIBORNE	MOREHOUSE	WEBSTER
CONCORDIA	NATCHITOCHES	WEST BATON ROUGE
DE SOTO	OUACHITA	WEST CARROLL
EAST BATON ROUGE	POINTE COUPEE	WEST FELICIANA
EAST CARROLL	RAPIDES	WINN
EAST FELICIANA	RED RIVER	
SULA2008B 12/18/1991		

	Rates	Fringes
CARPENTERS	5.80	
LABORERS:		
UNSKILLED	5.15	
REVTMENT & DIKE	5.15	
CHAIN SAW OPERATOR OR FILER	5.15	
AIR TOOL OPERATOR	5.15	
POWER EQUIPMENT OPERATOR:		
PILEDRIIVER, MECHANIC (HEAVY EQUIPMENT), CRANE, DERRICK, DRAGLINE, POWER SHOVEL & BACKHOE, MIXER (CONCRETE, 21 CU. FT. & OVER), ASPHALT PLANT, TRENCHING MACHINE (OVER 18")	7.75	.05
BULLDOZER (FINISHER, PUSH CAT & ON BARGES), MOTOR PATROL FINISHER, SCRAPER & LIKE EQUIPMENT, FRONT END LOADER, BACKHOE (TRACTOR MOUNTED) ASPHALT FINISHER OR SPREADING MACHINE, WELL POINT SYSTEM, SELF-PROPELLED LOADER (CONVEYOR TYPE)	6.95	.05
FIREMAN (HEAVY CONSTRUCTION), PILEDRIIVER, LEADSMAN, WINCHMAN	5.90	.05
ASPHALT PLANT DRYER OPR., ASPHALT DISTRIBUTOR, ASPHALT ROLLER, BULL- DOZER (ROUGH, INCL. DISC, PLOW, OR ROLLER), MOTOR PATROL (HAUL ROADS), TRENCHING MACHINE (18"		

& UNDER), SELF-PROPELLED ROLLER (EXCEPT ASPHALT, END DUMP EQUIPMENT (OFF HIGHWAY), MIXER (CONCRETE UP TO 21 CU. FT.), BOTTOM DUMP EUCLID (AND LIKE EQUIPMENT)	5.35	.05
OILER, PUMP, GREASER, TRACTOR (FARM TYPE INCL. DISC, PLOW OR ROLLER)	5.15	.05
TRUCK DRIVERS:		
1 1/2 TONS OR LESS	5.15	
OVER 1 1/2 TONS	5.15	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

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DIVISION 00 - DOCUMENTS

SECTION 00800

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- 1.3 EXCEPTION TO LIQUIDATED DAMAGES
- 1.4 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)
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SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

PART 1 GENERAL

1.1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 3 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 500 calendar days after the date the Contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises. (FAR 52.211-10)

1.2 LIQUIDATED DAMAGES-CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$2,090.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause. (FAR 52.211-12)

1.3 EXCEPTION TO LIQUIDATED DAMAGES

Since the Contractor's obligations specified in Section 02933 EXISTING TURF MAINTENANCE AND NEW TURF ESTABLISHMENT may extend beyond the completion time specified in paragraph COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK, these periods and the additional work, if required, will be exempt from liquidated damages provided all other work has been completed.

1.4 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall --

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors which might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general --

(1) Large-scale drawings shall govern small scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

FILE NO. M-15-965

DRAWING TITLE	DRAWING NO.
PROJECT LOCATION MAPS & INDEX TO DRAWINGS	1
PLAN AND PROFILE - STA. 383+00 TO STA. 465+00	2
PLAN AND PROFILE - STA. 465+00 TO STA. 545+00	3
PLAN AND PROFILE - STA. 545+00 TO STA. 639+00.69	4
BORING AND CONE LAYOUT	5
BORING AND CONE LAYOUT	6
BORING AND CONE LAYOUT	7
TYPICAL CROSS SECTIONS	8
TYPICAL CROSS SECTIONS	9
DITCH PROFILES AND TYPICAL CROSS SECTIONS	10
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(DFARS 252.236-7001)

1.5 WORK TO BE PERFORMED BY THE CONTRACTOR'S OWN ORGANIZATION

Within 10 days after award the successful bidder/contractor must furnish the Contracting Officer a description of the items of work which will be performed with its own forces and the estimated cost of those items. (See FAR 52.219-14, LIMITATIONS ON SUBCONTRACTING.)

1.6 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any

interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by surveys, borings, and cone penetrometer tests.

(b) Weather Conditions. Information with respect to temperatures and precipitation may be obtained from the National Weather Service.

(c) Transportation Facilities

(1) Roads. The Louisiana State Penitentiary (LSP) is accessible via U.S. Highway 61 and Louisiana State Highway 66. (See also paragraph RIGHTS-OF-WAY of Section 01000 GENERAL CONTRACT REQUIREMENTS).

(2) Water Routes. The Mississippi River provides dependable navigation to the general area. Access to the site of work via the river is not provided by the Government.

(d) Floods. High water stages or events are not to be considered a "flood," and damages resulting therefrom are not compensable under Section 01000 GENERAL CONTRACT REQUIREMENTS, paragraph DAMAGE TO WORK unless river or stream stages within the Government-furnished rights-of-way exceed channel capacity and overtop the natural or artificial banks.

(e) Hydrographs. The hydrographs shown on the drawings depict historical fact only and do not constitute a prediction as to future water stages.

(f) Additional Data. Additional data consisting of records of borings, cone penetrometer interpretation, and boring samples are available for inspection at:

U.S. Army Engineer District, Vicksburg
4155 Clay Street
Vicksburg, Mississippi 39183-3435

(FAR 52.236-4)

1.7 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) Sixty percent of the lump sum price upon completion of the Contractor's mobilization at the work site.

(2) The remaining forty percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in subparagraphs (a)(1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of -

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization;
and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

(DFARS 252.236-7004)

1.8 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)

(a) This clause does not apply to terminations. See 52.249-5000, Basis for settlement of proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the Contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the Contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region III. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the Contracting Officer shall request the Contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet. (EFARS 52.231-5000)

NOTE: EP-1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule" is available on the internet at <http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep.htm>, or may be purchased from the

Government Printing Office on CD-ROM by calling (202) 512-1800.

1.9 OBSTRUCTION OF NAVIGABLE WATERWAYS (DEC 1991)

(a) The Contractor shall--

(1) Promptly recover and remove any material, plant, machinery, or appliance which the Contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;

(2) Give immediate notice, with description and locations of any such obstructions, to the Contracting Officer; and

(3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

(b) The Contracting Officer may--

(1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph (a) of this clause; and

(2) Deduct the cost of removal from any monies due or to become due to the Contractor, or

(3) Recover the cost of removal under the Contractor's bond.

(c) The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to the provided in Sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et. seq). (DFARS 52.236-7002)

1.10 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.
(FAR 52.236-14)

NOTE: Electricity will be provided by the Louisiana State Penitentiary to the Contractor at no charge, however phone service, water and sewer services shall be the Contractor's responsibility.

1.11 COMMAND OVERSIGHT

Although the U.S. Army Corps of Engineers has decided that effective 1 Oct 93 District and operating Major Subordinate Commanders will no longer be Contracting Officers, the Commanders will be expected to exercise oversight on (approve) critical decisions on this contract, including contract award (see FAR Clause 52.204-1, "Approval of Contract"), settlement actions and alternate dispute resolution (ADR).

~~1.12 CONTINUING CONTRACTS (MAR 1995)~~

~~(a) This is a continuing contract, as authorized by Section 10 of the river and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.~~

~~(b) The sum of \$300,000 has been reserved for this contract and is available for payments to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non federal project sponsors will be reserved for this contract.~~

~~(c) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (f) and (i) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach of contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.~~

~~(d) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.~~

~~(e) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.~~

~~(f) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.~~

~~(g) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this~~

~~contract and shall not entitle the contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.~~

~~(h) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.~~

~~(i) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.~~

~~(j) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess. (EFARS 52.232-5001)~~

1.12 YEAR 2000 COMPLIANCE

In accordance with FAR 39.106, the Contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically, the contractor shall:

(a) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishing under this contract and each task/delivery order which may be affected by the Year 2000 compliance requirement.

(b) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

1.13 REPORTING OF CONTRACTOR MANPOWER DATA ELEMENTS

(a) Scope. The following sets forth contractual requirements for reporting of contractor labor work year equivalents (also called Contractor Man-year Equivalents (CMEs)) in support of the Army, pursuant to 10 U.S.C. 129a, 10 U.S.C. 2461(g), Section 343 of P.L. 106-65, and 32 CFR 668. Reporting shall be accomplished electronically by direct contractor submission to the secure Army Web Site: <https://contractormanpower.us.army.mil>. Information on the background, purposes, and significance of this reporting requirement, and the 32 CFR 668 Final Rule as published in the Federal Register, can be found at this Web Site. In addition, a Help Desk function, detailed instructions on what and how to report, FAQs, and a site demonstration are available. The Army's objective is to collect as much significant CME data as possible to allow accurate reporting to Congress and for effective Army planning. The reporting data elements should not be viewed as an "all or nothing" requirement. Even partial reporting, e.g., direct labor hours, appropriation data, place of performance, Army customer, etc., will be helpful.

(b) Applicability. This reporting requirement applies to services covered by Federal Supply Class or Service codes for "Research and Development," and "Other Services and Construction." Report submissions shall not contain classified information. (Also see "Exemptions" at (d) below.)

(c) Requirements. The contractor is required to report the following contractor manpower information, associated with performance of this contract action in support of Army requirements, for all covered contracts, to the Office, Assistant Secretary of the Army (Manpower and Reserve Affairs) (ASA(M&RA)), using the secure Army data collection web-site at <https://contractormanpower.us.army.mil>. (Other information requirements associated with the manpower data collection (contract and task or delivery order numbers; appropriation data and amounts; total estimated value of contract; federal supply class or service code; major Army organizational element receiving or reviewing work; beginning and ending date for reporting period; place of performance; name, address, and point of contract for contractor; etc.) are specified and explained at the web site.)

(1) Labor Hours. Composite direct labor hours and the value of those hours. Composite indirect labor hours associated with the reported direct hours, and the value of those indirect labor hours plus compensation related costs for direct labor hours ordinarily included in the indirect pools.

(2) Rates. Alternatively, contractors may report two distinct, relevant (annualized) composite or average indirect labor rates in lieu of raw indirect labor hours and the value of those indirect hours. Such rates shall be annualized average estimates for the reporting contractor and need not be developed for each reporting period. Either method chosen should be consistently reported.

(d) Exemption(s). If the contractor is unable to comply with these reporting requirements without creating a whole new cost allocation system or system of records (such as a payroll accounting system), or due to similar insurmountable practical or economic reasons, the contractor may claim an exemption to at least a portion of the reporting requirement by certifying in writing to the contracting officer the clear underlying reason(s) for exemption from the specified report data element(s), and further certifying that they do not otherwise have to provide the exempted information, in any form, to the United States Government. The "self-exemption" will apply to all contract actions involving the contractor and will be reviewed and approved by the Deputy Assistant Secretary of the Army (Procurement), in coordination with the Deputy Assistant Secretary of the Army (Force Management and Resources), whose decision is final in this matter.

(e) Uses and Safeguarding of Information. The information submitted will be treated as contractor proprietary information when associated with a contractor name or contract number.

(f) Subcontract Data. The contractor shall ensure that all reportable subcontract data is timely reported to the data collection web site (citing this contract/order number). At the discretion of the prime contractor, this reporting may be done directly by subcontractors to the data collection site; or by the prime contractor after consolidating and rationalizing all significant data from their

subcontractors.

(g) Report schedule. The contractor is required to report the required information to the ASA(M&RA) data collection web site generally contemporaneous with submission of a request for payment (for example, voucher, invoice, or request for progress payment), but not less frequently than quarterly, retroactive to October 1, 1999, or the start of the contract/order, whichever is later. Deviation from this schedule requires approval of the contracting officer.

(h) Reporting Flexibility. Contractors are encouraged to communicate with the Help Desk identified at the data collection web site to resolve reporting difficulties. The web site reporting pages include a "Remarks" field to accommodate non-standard data entries if needed to facilitate simplified reporting and to minimize reporting burdens arising out of unique circumstances. Changes to facilitate reporting may be authorized by the contracting officer or the Help Desk (under HQDA policy direction and oversight).

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01000

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SECTION 01000

GENERAL CONTRACT REQUIREMENTS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ENGINEERING MANUALS (EM)

EM 385-1-1	(1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual
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1.2 RIGHTS-OF-WAY

a. The rights-of-way for the work to be constructed under this contract, within the limits indicated on the drawings, will be provided by the Government without cost to the Contractor. If these rights-of-way are used by the Contractor, the Contractor shall, at its own expense, do all work necessary to make such rights-of-way suitable for traveling to and from the worksite. Upon completion of the Contractor's work, any such rights-of-way furnished by the Government shall be left in a condition satisfactory to the Contracting Officer.

b. When so directed by the Contracting Officer, the Contractor shall, without expense to the Government and at any time during the progress of the work when it is not being actively used for contract operations, promptly vacate and clean up any part of the Government grounds or rights-of-way that have been allotted to or have been in use by the Contractor.

c. The Contractor shall not obstruct any existing roads on lands controlled by the United States except with written permission of the Contracting Officer and shall maintain such roads in as good condition as exists at the time of commencement of work under this contract.

d. The Contractor shall procure, without expense to the Government, all additional lands, access roads, or rights-of-way necessary for the Contractor's use in the performance of the work or as required by the Contractor's method of operation. The Contractor shall submit written evidence to the Contracting Officer that it has obtained the rights-of-way from the property owners. The written evidence shall consist of an authenticated copy of the conveyance under which the Contractor acquired such rights-of-way, prepared and executed in accordance with the laws of the State in which the land is located. The Contractor shall also obtain from the owners a release for the Government for any damages which may result from the Contractor's use of such rights-of-way. The written conveyance and release shall be provided to the Government prior to use of Contractor obtained additional lands, access roads, or rights-of-way. If temporary rights-of-way are obtained by the Contractor the period of time for those rights shall coincide with Section 00800 SPECIAL CONTRACT

REQUIREMENTS, paragraph COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK, plus a reasonable time for any extension granted for the completion of the work. Any agreements or permits with levee boards, parishes, municipalities, or other political subdivisions for moving material and equipment will be the responsibility of the Contractor and will be obtained at no expense to the Government. Any delays to the Contractor resulting from delays in procuring such additional lands, access roads, rights-of-way, or permits for moving material and equipment for the Contractor's work under this contract will not be a basis for any claim for increase in the cost of this contract. The Contractor shall make its own investigations to determine the conditions, restrictions and difficulties which may be encountered in acquiring such rights-of-way and in the transportation of material and equipment. In addition, the Contractor shall be solely liable for any and all damages and claims of any nature whatsoever arising from or growing out of the acquisition and use of rights-of-way, etc. other than those furnished by the Government.

e. Except as provided in paragraph MAINTENANCE AND RESTORATION OF ROADS ~~Notwithstanding any language or drawings to the contrary in this contract,~~ the United States will not provide access or rights-of-way over any public lands and will not be responsible for acquiring such.

f. The Contractor shall repair at no expense to the Government, any and all damage to any existing roads when such damage is a result of the Contractor's operations under this contract.

1.3 ORDER OF WORK

The work shall be carried on in accordance with the Progress Chart (schedule) required by paragraph (a) of the Contract Clause SCHEDULES FOR CONSTRUCTION CONTRACTS. In preparing the Progress Chart (schedule), the Contractor shall give the following priorities to work:

a. The riverside ramp at Sta. 449+49 together with the Charity Lake Levee provides LSP access to the high water ferry crossing on the Mississippi River. The work shall be performed in such an order that LSP's access to the ramp and the Charity Lake Levee is maintained during periods when the high water ferry crossing is in operation.

b. Levee and berm construction shall begin at the upper end of the item of work.

c. Levee embankment and berm embankment shall be completed, asphaltic concrete paving shall be placed and new turf establishment shall be in progress in Reach I prior to beginning levee and berm embankment work in Reach II. However, upon approval, the Contractor may begin levee and berm embankment work in Reach II prior to completing Reach I if, in the opinion of the Contracting Officer, the Contractor is working expeditiously to complete Reach I. Reach I is from Sta. 383+00 to Sta. 454+00. Reach II is from Sta. 454+00 to Sta. 559+00. Reach III is from Sta. 559+00 to Sta. 639+00.69.

d. Levee embankment and berm embankment shall be completed, asphaltic concrete paving shall be placed and new turf establishment shall be in progress in Reach II prior to beginning levee and berm embankment work in Reach III. However, upon approval, the Contractor may begin levee and berm embankment work in Reach III prior to completing Reach II if, in the opinion of the Contracting Officer, the Contractor is working

expeditiously to complete Reach II.

e. The existing levee from Sta. 387+00 to Sta. 406+26.87 shall not be degraded until after the levee enlargement from Sta. 387+00 to Sta. 406+26.87 is constructed to at least El. 64.0 and to the required levee section.

f. The compacted fill for the Camp "C" ramp shall be constructed before uncompacted berm fill is placed from Sta. 402+00 to Sta. 406+27.

1.4 PAYMENT INVOICES

a. The Federal Acquisition Regulation requires that the "REMIT TO" address on the invoice match the "REMIT TO" address on the contract or a proper notice of assignment. The Payment Office will verify a match of the "REMIT TO" address in the contract and Contractor's invoice prior to payment. If the addresses do not match, the invoice will be determined improper and returned to the Contractor for correction and resubmission. If an invoice is improperly returned, the original invoice receipt date shall be used as the basis for determining interest to be paid in accordance with the PROMPT PAYMENT ACT.

b. Among other things, the Contract Clause PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS requires that a proper invoice for payment include substantiation of the amounts requested. As required in Office of Management and Budget, Circular A-125 (Rev.), PROMPT PAYMENT, dated December 12, 1989, substantiation of the amount requested for progress payments under construction contracts includes the following:

(1) An itemization of the amounts requested related to the various elements of work required by the contract covered by the payment request;

(2) A listing of the amount included for work performed by each subcontractor under the contract;

(3) A listing of the total amount of each subcontract under the contract;

(4) A listing of the amounts previously paid to each such subcontractor under the contract; and,

(5) Additional supporting data in a form and detail required by the contracting officer.

c. Failure to include the above information in a Contractor's invoice will result in the invoice being considered defective under the provisions of the PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS clause of the contract, and it will be returned to the Contractor for correction and resubmission. (CEMVK-OC, 1997)

1.5 TEMPORARY PROJECT FENCING

Temporary project fencing as required by Section 4, "Temporary Facilities", paragraph 04.A.04 of EM 385-1-1, "Safety and Health Requirements Manual", dated 3 September 1996, is not required on this project.

1.6 PROJECT SIGN

Prior to commencement of work, the Contractor shall construct a project sign at the site of the work at a location directed by the Contracting Officer. The sign, which will identify the work with the Corps of Engineers, shall be 4 feet by 6 feet in size and shall conform to the requirements of the PROJECT SIGN drawing attached at the end of these GENERAL CONTRACT REQUIREMENTS. The lettering for the 2 foot by 4 foot section of the sign with the Corps logo shall be white; all other lettering shall be black. Lettering for the project name shall be Helvetica Bold; all other lettering shall be Helvetica Regular. No separate payment will be made for construction and erection of the project sign and all costs in connection therewith will be considered an incidental obligation to the Contractor. Upon completion of the work, the sign shall become the property of the Contractor and shall be removed from the job site.

1.7 MINIMUM REQUIRED INSURANCE

The following paragraph is applicable if the services involved are performed on a Government Installation. Government Installation is defined as property where the Government holds by fee simple title, by construction rights-of-way, or perpetual easement, etc., an interest in real property. See Contract Clause INSURANCE-WORK ON A GOVERNMENT INSTALLATION.

- a. Workmen's Compensation and Employer's Liability Insurance. The Contractor shall comply with all applicable workmen's compensation Statutes of the State of Louisiana and shall furnish evidence of Employer's Liability Insurance in an amount of not less than \$100,000.
- b. General Liability Insurance. Bodily injury liability insurance in the minimum limits of \$1,000,000 per occurrence on the comprehensive form of policy.
- c. Automobile Liability Insurance. Minimum limits of \$300,000 per person and \$1,000,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage. This insurance shall be on the comprehensive form of policy and shall cover the operation of all automobiles used in performance of the contract.
- d. Before commencing work on this contract, the Contractor shall be required to submit evidence (4 copies) of each kind of required insurance coverage to the Contracting Officer.

1.8 WORK IN QUARANTINED AREA

The work called for by this contract involves activities in parishes quarantined by the Department of Agriculture to prevent the spread of certain plant pests which may be present in the soil. The Contractor agrees that all construction equipment and tools to be moved from such parishes shall be thoroughly cleaned of all soil residues at the construction site with water under pressure and that hand tools shall be thoroughly cleaned by brushing or other means to remove all soil. In addition, if this contract involves the identification, shipping, storage, testing, or disposal of soils from such quarantined area, the Contractor agrees to comply with the provisions of ER 1110-1-5, "Plant Pest Quarantined Areas and Foreign Soil Samples" attachments, a copy of which will be made available by the Contracting Officer upon request. The Contractor agrees to ensure compliance with this obligation by all subcontractors.

1.9 CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of material with specification requirement shall be executed in accordance with Section 01330 SUBMITTAL PROCEDURES. Each certificate shall be signed by an official authorized to certify on behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date(s) of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

1.10 SAFETY PROVISIONS

The safety provisions specified herein refer to the September 1996 edition of EM 385-1-1.

a. Accident Investigations and Reporting. Refer to EM 385-1-1, Section 01.D. Accidents shall be investigated and reports completed by the immediate supervisor of the employee(s) involved and reported to the Contracting Officer or its representative within one working day after the accident occurs. All data reported must be complete, timely and accurate. A follow-up report shall be submitted when the estimated lost time days differs from the actual lost time days.

b. Accident Prevention Program. Refer to Contract Clause entitled "ACCIDENT PREVENTION" of this contract. Within 15 days after receipt of Notice of Award of the contract, and at least 7 days prior to the prework conference, four copies of the Accident Prevention Program shall be submitted to the Contracting Officer for review and acceptance. The program shall be prepared in the following format:

(1) An executed LMN Form 385-7-R (Jan 97), Administrative Plan (available upon request), see Appendix A and Section 28.B.01 of EM 385-1-1.

(2) Executed LMN 385-6-R and Form 385-43R (Jan 97), Activity Hazard Analysis (available upon request), see Figure 1-1 and Section 28.B.01 of EM 385-1-1.

(3) A copy of company policy statement regarding accident prevention.

(4) When marine plant and equipment are in use under a contract, the method of fuel oil transfer shall be included on LMV Form 414R, Fuel Oil Transfer (available upon request). (Refer to 33 CFR 156.)

The Contractor shall not commence physical work at the site until the program has been accepted by the Contracting Officer, or its authorized representative. At the Contracting Officer's discretion, the Contractor may submit its Activity Hazard Analysis only for the first phase of construction provided that it is accompanied by an outline of the remaining phases of construction. All remaining phases shall be submitted and accepted prior to the beginning of work in each phase. Also refer to Section 1 of EM 385-1-1.

c. Comprehensive Hazard Communication Program. The Contractor shall develop, implement, and maintain at the work place a written, Comprehensive Hazard Communication Program (see Section 01.B.04 of EM 385-1-1) that includes identification of potential hazards as prescribed in 29 CFR Part 1910.1200 and/or 1926.59, effects of exposure and control measures to be used for chemical products and physical agents that may be encountered during the performance of work on this contract, provisions for container labeling, Material Safety Data Sheets, and employee training program, and other criteria in accordance with 29 CFR Part 1910.1200 and/or 1926.59. Training shall include communication methods and systems to be used (i.e., voice, hand signals, radios or other means), and training in the use and understanding of material safety data sheets and chemical product hazard warning labels. Prior to bringing hazardous substances, as defined in 29 CFR 1910.1200 and/or 1926.59, onto the job site, a copy of the Hazard Communication Program and the Material Safety Data Sheets of each substance shall be submitted to the Contracting Officer and made available to the Contractor's employees as part of the Contractor's Accident Prevention Program.

d. Daily Inspections. The Contractor shall perform daily safety inspections and record them on the forms approved by the Contracting Officer. Reports of daily inspections shall be maintained at the jobsite in accordance with Section 01451 CONTRACTOR QUALITY CONTROL. The reports shall be records of the daily inspections and resulting actions. Each report shall include, as a minimum, the following:

- (1) Phase(s) of construction underway during the inspection.
- (2) Locations of areas where inspections were made.
- (3) Results of inspections, including nature of deficiencies observed and corrective actions taken, or to be taken, date, and signature of the person responsible for its contents.

e. Safety Sign. The Contractor shall furnish, erect, and maintain a safety sign at the site, as located by the Contracting Officer. The sign shall conform to the requirements of this paragraph and the drawing attached at the end of this section. The lettering shall be black, the castle red, and the background white. Upon request, the Government will furnish two decals of the engineer castle. When placed on a floating plant, the sign may be half size. The sign shall be erected as soon as practicable, but not later than 15 calendar days after the date established for commencement of work. The data required shall be current.

f. Ground Fault Protection. Electrical equipment used under this contract shall be equipped with ground fault circuit interrupters in accordance with EM 385-1-1, Section 11.C.05.

g. Haul Roads. Whenever practical, one-way haul roads shall be used on this contract. Haul roads built and maintained for this work shall comply with the following:

- (1) One-way haul roads for off-the-road equipment; e.g., belly dumps, scrapers, and off-the-road trucks shall have a minimum usable width of 25-feet. One-way haul roads for over-the-road haulage equipment only (e.g., dump trucks, etc.) may be reduced to a usable width of 15-feet. When the Contracting Officer

determines that it is impractical to obtain the required width for one-way haul roads (e.g., a road on top of a levee), a usable width of not less than 10-feet may be approved by the Contracting Officer, provided a positive means of traffic control is implemented. Such positive means shall be signs, signals, and/or signalmen and an effective means of speed control.

(2) Two-way haul roads for off-the-road haulage equipment shall have a usable width of 60-feet. Two-way haul roads for over-the-road haulage equipment only may be reduced to a usable width of 30-feet.

(3) Haul roads shall be graded and otherwise maintained to keep the surface free from potholes, ruts, and similar conditions that could result in unsafe operation.

(4) Grades and curves shall allow a minimum sight distance of 200-feet for one-way roads and 300-feet for two-way roads. Sight distance is defined as the centerline distance an equipment operator (4.5-feet above the road surface) can see an object 4.5-feet above the road surface. When conditions make it impractical to obtain the required sight distance (e.g., ramps over levees), a positive means of traffic control shall be implemented.

(5) Dust abatement shall permit observation of objects on the roadway at a minimum distance of 300-feet.

(6) Haul roads shall have the edges of the usable portion marked with posts at intervals of 50-feet on curves and 200-feet maximum elsewhere. Such markers shall extend 6-feet above the road surface and, for nighttime haulage, be provided with reflectors in both directions.

h. Means of Escape for Personnel Quartered, or Working on Floating Plant. Two means of escape shall be provided for assembly, sleeping, and messing areas on floating plants. For areas involving 10 or more people, both means of egress shall be through standard sized doors opening to different exit routes. Where nine or fewer people are involved, one of the means of escape may be a window (minimum dimensions 24-inches by 36-inches) which leads to a different exit route. Refer to Section 19 of EM 385-1-1.

i. Emergency Alarms and Signals.

(1) Alarms. Emergency alarms shall be installed and maintained on all floating plant requiring a crew where it is possible for either a passenger or crewman to be out of sight or hearing from any other person. The alarm system shall be operated from the primary electrical system with standby batteries on trickle charge that will automatically furnish the required energy during an electrical-system failure. A sufficient number of signaling devices shall be placed on each deck so that the sound can be heard distinctly at any point above the usual background noise. All signaling devices shall be so interconnected that actuation can occur from at least one strategic point on each deck.

(2) Signals.

(a) Fire Alarm Signals. The general fire alarm signal shall be in accordance with paragraph 97.13-15b of the Coast Guard Rules and Regulations for Cargo and Miscellaneous Vessels, Sub-Chapter I, 1 Sep 77 (CG 257).

(b) Abandon Ship Signals. The signal for abandon ship shall be in accordance with paragraph 97.13-15c of the reference cited in subparagraph (a) above.

(c) Man-Overboard Signal. Hail and pass the word to the bridge. All personnel and vessels capable of rendering assistance shall respond.

j. Hurricane Plan. A detailed plan for protection and evacuation of personnel, the construction site, and the Contractor's marine plant and land-based equipment in the event of an impending hurricane or storm, is required as an enclosure to the Contractor's Accident Prevention Program. This plan shall be submitted to the Contracting Officer for review and acceptance, prior to the preconstruction conference. The plan shall include at least the following:

(1) The time each phase of the plan will be put in effect. The time shall be the number of hours remaining for the storm to reach the worksite if it continues at the predicted speed and direction.

(2) The evacuation site for personnel and land-based equipment specifically identified.

(3) The safe harbor for marine plant specifically identified.

(4) The name of the boat which will be used to move the plant, its type, capacity, speed, and availability.

(5) The estimated time necessary to secure and evacuate the site, and/or move personnel, equipment and marine plant to the evacuation site(s) after movement has started.

k. Hazardous Energy Protection. The Contractor shall develop, implement and maintain at the work place, a written Control of Hazardous Energy (Lockout/Tagout) System. Refer to Section 12 of EM 385-1-1.

1.11 JANITORIAL SERVICES

The Government will furnish the Government inspector's office. The Contractor shall furnish daily janitorial services for the Government's inspectors office and the adjacent grounds during the entire contract period. Toilet facilities shall be kept clean and sanitary at all times. Services shall be performed at such a time and in such a manner to least interfere with the operations, but shall be accomplished only when the office is in daily use. The Contractor shall also provide daily trash collection, sweeping, mopping, dusting and thorough cleanup of the building and adjacent outside areas, and shall dispose of all discarded debris in a manner approved. The cost of furnishing this service shall be distributed throughout the existing bid items and there will be no separate payment.

1.12 MACHINERY AND MECHANIZED EQUIPMENT

Machinery and mechanized equipment used under this contract shall comply

with the following:

a. When mechanized equipment is operated on floating plant, the Contractor shall provide positive and acceptable means of preventing this equipment from moving or falling into the water. The type of equipment addressed by this clause includes front-end loaders, bulldozers, trucks (both on- and off-road), backhoes, hydraulic excavators (track hoes), and similar equipment. If the Contractor plans to use such equipment on floating plant, an activity hazard analysis must be developed for this feature of work. The plan must include a detailed explanation of the type or types of physical barriers, curbs, structures, etc., which will be incorporated to protect the operator and prevent the equipment from entering the water. Nonstructural warning devices may be considered for situations where the use of structural barriers is determined to be impracticable. The activity hazard analysis must thoroughly address the procedure and be submitted to the Corps for review and acceptance prior to start of this feature of work.

b. The stability of crawler, truck, and wheel-mounted cranes shall be ensured.

(1) The manufacturer's load-rating chart may be used to determine the maximum allowable working load for each particular crane's boom angle provided a test load, with a boom angle of 20 degrees, confirms the manufacturer's load-rating table.

(2) Stability tests are required if:

(i) there is no manufacturer's load-rating chart securely fixed to the operator's cab;

(ii) there has been a change in boom or other structural member;
or

(iii) there has been a change in the counterweight.

The test shall consist of lifting a load with the boom in the least stable undercarriage position and at an angle of 20 degrees above the horizontal. The test shall be conducted under close supervision on a firm, level surface. The load that tilts the machine shall be identified as the test load. The test load moment (in ft-lbs) shall then be calculated by multiplying the horizontal distance (in ft) from the center of rotation of the machine to the test load, times the test load (in lbs). Three-fourths of this test-load moment shall then be used to compute the maximum allowable operating loads for the boom at 20, 40, 60, and 80 degrees above horizontal. From these maximum allowable operating loads, curve shall be plotted and posted in the cab of the machine in sight of the operator. These values shall not be exceeded except in the performance test described below. The test load shall never exceed 100 percent of the manufacturer's maximum rated capacity.

(3) In lieu of the test and computations above, the crane may be load-tested for stability at each of the four boom positions listed above.

c. Performance tests shall be performed in accordance with Section 16,

"Machinery and Mechanized Equipment" of EM 385-1-1, "Safety and Health Requirements Manual", except as specified below. Performance tests shall be conducted after each stability test, when the crane is placed in service on a project, and at least every 12 months.

(1) When conducting a performance load test which is required of a new crane or a crane in which load sustaining parts have been altered, replaced, or repaired (excluding replacement of the rope), the test load shall be as specified in ASME/ANSI B30 Series. That is, for overhead, gantry, portal, pillar, tower, monorail, and underhung cranes, the test load shall not exceed 125 percent of the manufacturer's load rating capacity chart at the configuration of the test; and for hammerhead tower, mobile, and floating cranes and boom trucks, the test load shall not exceed 110 percent of the manufacturer's load rating capacity chart at the configuration of the test.

(2) When conducting a performance load test which is required because a crane is reconfigured, or reassembled after disassembly, or because the crane requires an annual load test, the test loads shall not exceed 100 percent of the manufacturer's load rating capacity chart at the configuration of the test.

(3) All load tests are required to be conducted in accordance with the manufacturer's recommendations.

d. Inspections shall be made which will ensure a safe and economical operation of both cranes and draglines with inspection documented. Copies of the inspections and tests shall be available at the job site for review. All stability and performance tests on cranes and all complete dragline inspections shall be witnessed by the Contracting Officer or its authorized representative.

e. A complete dragline inspection shall be made:

(1) at least annually;

(2) prior to the dragline being placed in operation; and

(3) after the dragline has been out of service for more than 6 months.

f. All heavy equipment moved onto the worksite shall be inspected for compliance with this contract. Inspection forms will be provided by the Government and shall be completed by the Contractor. All completed forms, including abatement schedule(s) of any violations, shall be maintained at the job site for continued review and update as needed.

1.13 VEHICLE WEIGHT LIMITATIONS

Vehicle weight limitations for operation on rural roads and bridges may affect the prosecution of work under this contract. The Contractor will be responsible for obtaining all necessary licenses and permits in accordance with the Contract Clause PERMITS AND RESPONSIBILITIES. Current information regarding road and bridge weight limits may be obtained by contacting the Louisiana Department of Transportation and Development and the police jury for the parishes through which equipment and materials will be transported as a result of this contract.

1.14 PUBLIC OR PRIVATE UTILITIES

a. Unless otherwise specified, shown on the drawings, or stated in writing by the Contracting Officer, the Contractor shall not remove or disturb any public or private utilities. Such removals, alterations, and relocations, where necessary, will be made by others. The locations, if any, shown on the drawings for underground utilities are approximate only. The exact locations of such utilities shall be determined by the Contractor in the field prior to commencing construction operations in their vicinity.

b. The attention of the Contractor is directed to the possibility that it may encounter, within the right-of-way limits, utilities, some of which may be buried, and the existence of which is presently not known. Should any such utilities be encountered, the Contractor shall immediately notify the Contracting Officer so that the Contracting Officer may determine whether they shall be removed, relocated, or altered. After such determination is made, the Contractor shall, if so directed by the Contracting Officer, remove, relocate, or alter them as required, and an equitable adjustment will be made in accordance with the Contract Clause CHANGES. In event the Contracting Officer arranges for such removals, alterations, or relocations to be performed by others, the Contractor shall cooperate with such others during the latter's removal, alteration, or relocation operations in accordance with the Contract Clause OTHER CONTRACTS.

1.15 DAMAGE TO WORK

a. The responsibility for damage to any part of the permanent work shall be as set forth in the Contract Clause PERMITS AND RESPONSIBILITIES. However, if, in the judgement of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood (see Section 00800 SPECIAL CONTRACT REQUIREMENTS, paragraph PHYSICAL DATA, subparagraph FLOODS) or earthquake, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor shall make repairs as ordered by the Contracting Officer and full compensation for such repairs to permanent work will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, for any part of such damaged permanent work, there is no applicable contract unit or lump sum price, then an equitable adjustment pursuant to the Contract Clause CHANGES will be made as full compensation for the repairs for that part of the permanent work for which there is no applicable contract unit or lump sum price.

b. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment, and plant shall be repaired to the satisfaction of the Contracting Officer, at the Contractor's expense, regardless of the cause of such damage.

1.16 ENERGY CONSERVATION

The Contractor shall ensure that construction operations are conducted efficiently and with the minimum use of energy.

1.17 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

a. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with Contract Clause DEFAULT (FIXED PRICE CONSTRUCTION). For the Contracting Officer to award a time extension under this paragraph, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period of performance must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control of, and without the fault or negligence of, the Contractor.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) (or similar) data for the project location and will constitute the baseline for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
(WORK DAYS BASED ON FIVE (5) DAY WORK WEEK)

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(18)	(13)	(10)	(6)	(7)	(8)	(7)	(7)	(6)	(5)	(7)	(15)

c. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract term, the Contractor shall record (on the daily CQC report) the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with Contract Clause DEFAULT (FIXED PRICE CONSTRUCTION).

1.18 CONTROL OF ACCESS TO CONSTRUCTION AREAS

a. This paragraph supplements the Contract Clauses PERMITS AND RESPONSIBILITIES and OPERATIONS AND STORAGE AREAS.

b. It shall be the responsibility of the Contractor to prevent possible injury to visitors to the project site. Only personnel engaged in contract work and others authorized by the Contracting Officer shall be permitted to enter into the construction areas. Suitable barriers, warning signs and directives shall be placed by the Contractor to direct people not engaged in the work away from the areas of danger. The Contractor shall be responsible for effective enforcement of this paragraph during the period of this contract.

c. Access to the project site within the boundaries of the Louisiana State Penitentiary shall be coordinated with the Warden and shall be in accordance with paragraph LOUISIANA STATE PENITENTIARY RULES AND REGULATIONS.

1.19 MAINTENANCE AND RESTORATION OF ROADS

a. The project site is located within the Louisiana State Penitentiary (LSP). During the pre-bid site visit, the Contractor's roadway access within the LSP during the life of the contract will be described in detail by representatives of the Contracting Officer and the Louisiana Department of Corrections. The Contractor shall be responsible for maintaining streets and roads free from mud, tracking, spillage, and/or other surface pollution from his equipment and operations. The Contractor shall use whatever means, including street cleaners, manual labor and water trucks equipped with sprayers on a daily basis to maintain clean streets and roads. This is necessary to ensure safe operations of all vehicles using these streets and roads.

b. Access roads, haul roads and ramps utilized by the Contractor shall be located and constructed as approved by the Contracting Officer, shall be designed to maintain the intended traffic, shall be free draining, and shall be constructed and maintained in good condition throughout the contract period and restored to at least pre-construction conditions upon completion of the construction. The pre-construction and post-construction conditions of permanent and temporary roads and ramps shall be verified/documented by the use of Contractor furnished photographs and videos. Representatives of the Contracting Officer and Louisiana Department of Corrections shall be present during the pre- and post-construction documentation. In addition to all Contract Clauses, the Contractor shall take note of the Contract Clauses entitled PERMITS AND RESPONSIBILITIES and OPERATIONS AND STORAGE AREAS in the performance of the work required herein. See also, paragraph RIGHTS-OF-WAY.

c. The Contractor should also be aware that the access route and speed limits are subject to change and it should check with the appropriate LSP, parish or state Officials for the applicable regulations in performance of this construction work. All access is subject to the security conditions cited in the LSP Rules and Regulations for Construction Personnel, dated December 1992, attached at the end of this section.

d. The Contractor shall water down the access road and temporary roads as necessary to keep dust from being wind blown, drifting, or becoming a hazard or nuisance.

e. Except in an emergency, all vehicles operating within the construction easement area shall not exceed 15 miles per hour.

f. The Contractor shall provide flagmen, as necessary, at the junction of the construction access points to direct the ingress and egress of traffic flow to and from the jobsite.

g. No separate measurement and payment will be made for the work required by this paragraph. Payment for all costs associated with

construction, cleaning, video taping, maintaining, and restoration of vehicle access roads, ramps and corridors shall be included in the contract lump sum price for "MOBILIZATION AND DEMOBILIZATION".

1.20 LOUISIANA STATE PENITENTIARY RULES AND REGULATIONS

While on the grounds of the Louisiana State Penitentiary, the Contractor and all its personnel shall strictly adhere to the provisions contained in the Louisiana State Penitentiary, Unit of the Department of Public Safety and Corrections, Rules and Regulations for Construction Personnel, attached at the end of this section, except that maintenance and restoration of roads shall be in accordance with Section 01000 GENERAL CONTRACT REQUIREMENTS, paragraph MAINTENANCE AND RESTORATION OF ROADS. No separate payment will be made for any additional effort required in order to strictly adhere to these rules and regulations, and all costs therefor shall be included in the applicable contract prices contained in the Bidding Schedule.

1.21 LOUISIANA STATE PENITENTIARY POINT OF CONTACT

The point of contact with the Louisiana State Penitentiary shall be Mr. Ronnie Jett, Louisiana Department of Public Safety and Corrections, Louisiana State Penitentiary, Angola, Louisiana 70712-9813, telephone (225) 655-2043.

1.22 PRE-BID SITE VISIT

The site will be available for pre-bid inspection by prospective bidders on the following dates and times:

DATE	TIME
07 Mar 01	10:00 a.m. to 2:00 p.m.
14 Mar 01	10:00 a.m. to 2:00 p.m.

All site visits shall be coordinated through Mr. Chester J. Ashley, U.S. Army Corps of Engineers, Lafayette Area Engineer, 646 Cajundome Blvd., Suite 301, Lafayette, LA 70506, telephone(337) 291-3030.

1.23 WEEKENDS, HOLIDAYS, AND NIGHTS

When the Contractor elects to work on weekends, holidays, and nights, notice shall be given to the Contracting Officer, in writing, in advance of commencement of such operations to permit suitable arrangements for inspection to be made. Adequate lighting for thorough inspection of night operations shall be provided by the Contractor at its own expense.

1.24 STATE TAXES

a. Notwithstanding the Contract Clause, FEDERAL, STATE AND LOCAL TAXES (52.229-3), ~~The~~ bid submitted in response to this Invitation shall not include any amount whatever for payment of any of the following taxes, fees, or charges:

(1) The Louisiana "Severance Tax" imposed by LSA R.S. 47:631 and made applicable to the dredging of fill material from rivers and bodies of water within the State of Louisiana by the Severance Tax Regulations promulgated by the Collector of Revenue dated 31 March 1968.

(2) Any amounts claimed by the Louisiana Department of Wildlife and Fisheries for the privilege of removing fill from the water bottoms of the State of Louisiana.

b. If the Contractor is required to pay or bear the burden of any tax, fee, or charge described in paragraphs a(1) and/or a(2) above, the contract prices shall be increased by the amount which the Contractor is required to pay to the State of Louisiana; provided, however, that no increase in contract price shall be made for any liability the Contractor may incur as a result of the Contractor's fault or negligence or the Contractor's failure to follow the instructions of the Contracting Officer.

c. The Contractor shall promptly notify the Contracting Officer of all matters pertaining to taxes, fees, or charges as described herein which reasonable may be expected to affect the contract price and shall at all times follow the directions and instructions of the Contracting Officer in regard to the payment of such taxes, fees, or charges.

d. Before any increase in contract price becomes effective in accordance with the provisions of this clause, the Contractor shall warrant in writing that no amount of such taxes, fees, or charges was included in the contract price as a contingency reserve or otherwise.

e. In addition to the costs allowed by subparagraph b, the Contracting Officer may also allow an increase in contract price for costs or expenses which accrue to the Contractor as a result of any directions or instructions received from the Contracting Officer.

1.25 DESIGNATED BILLING OFFICE

The designated billing office for this contract shall be U.S. Army Corps of Engineers, Lafayette Area Office, 646 Cajundome Blvd., Suite 301, Lafayette, Louisiana 70506.

1.26 STONE SOURCES

a. On the basis of information and data available to the Contracting Officer, stone meeting the quality requirements of these specifications has been produced from the sources listed below:

January 2001

Producer	Nearest Town to Pit*	Pit Designation
Bellefontaine Quarry, Inc.	Florissant, MO	Bellefontaine Quarry (Ft. Bellefontaine, MO)
Bussen Quarries, Inc.	Mehlville, MO	Bussen Quarry
Central Stone Co.	Withers Mill, MO	Pit # 1 (Monroe City, MO)
Central Stone Co.	Perry, MO	Pit # 9
Granite Mountain Quarries	Sweet Home, AR	Granite Mountain Quarry # 1
Hoover Incorporated	Allsboro, AL	Allsboro Quarry
Industrial Mineral Products	Little Rock, AR	3M Arch Street Quarry

Div./3M

Martin Marietta Aggregates	Uniontown, MO	Appleton Quarry
Martin Marietta Aggregates	Cave In Rock, IL	Plant # 1
Martin Marietta Aggregates	Smithland, KY	Three Rivers Quarry
Meridian Aggregate Co.	Black Rock, AR	Black Rock Quarry
Pine Bluff Sand and Gravel Co.	Delaware, AR	River Mountain Quarry
Tower Rock Stone Co.	Scott City, MO	Grays Point Quarry
Tower Rock Stone Co.	St. Genevieve, MO	Tower Rock Stone Co.
Vulcan Materials Co.	Cherokee, AL	Cherokee Quarry
Vulcan Materials Co.	Lake City, KY	Reed Quarry
Vulcan Materials Co.	Tuscumbia, AL	Tuscumbia Plant (Quarry #114)

* "Nearest Town to Pit" according to Rand McNally Road Atlas copyrighted 2000.

b. Stone may be furnished from any of the above listed sources, or at the option of the Contractor may be furnished from any other source designated by the Contractor and accepted by the Contracting Officer, subject to the conditions hereinafter stated.

c. It is the Contractor's responsibility to determine that the stone source or combination of sources selected is capable of supplying the quantities and gradation needed and at the rate needed to maintain the scheduled progress of the work.

d. After the award of the contract, the Contractor shall designate in writing only one source or one combination of sources from which he/she proposes to furnish stone. If the Contractor proposes to furnish stone from a source not listed above, he/she may designate only a single additional source for stone. Samples for acceptance testing shall be provided as required by Section 02301 and Section 02550 of the Technical Specifications. If a source for stone so designated by the Contractor is not accepted for use by the Contracting Officer, the Contractor may not propose other sources but shall furnish the stone from a source listed above at no additional cost to the Government.

e. Acceptance of a source of stone is not to be construed as acceptance of all material from the source. The right is reserved to reject materials from certain localized areas, zones, strata, or channels, when such materials are unsuitable for stone as determined by the Contracting Officer. Materials produced from a listed or unlisted source shall meet all requirements of Section 02301 and Section 02550 of these Technical Specifications.

1.27 ACCEPTANCE OF COMPLETED WORK

For the purpose of acceptance, the work to be done is divided into sections as follows:

- a. Continuous sections of levee embankment 500 feet long.
- b. Continuous sections of berm embankment 500 feet long.
- c. All remaining work.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --